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JIN MING LIN, CHI WAI CHAO,	)	
YOOK THAI CHEAH, MING F. FUNG,	)	
MUOI GIANG, YUEN YUE SOOHOO,	)	
and MEI ZHI,	)	
	)	
Plaintiffs,	)	Civil Action No. 09-11510-GAO
v.	)	
	)	
CHINATOWN RESTAURANT CORP.,	)	
and JOYCE P.Y. HAYES,	)	
	)	
Defendants.	)	
	)	

Plaintiffs move this Honorable Court to preclude Defendants from introducing the so-called “contracts” in this case. Defendant Hayes testified at her deposition that, after this lawsuit was filed, she started using a document she referred to as a “contract” whereby an employee would have to sign this document acknowledging the stated number of hours worked in order to receive a paycheck. Any mention of these “contracts” will likely confuse the jury about whether an employee can waive his or her rights under the FLSA by agreeing to terms in the “contract.”

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Finally, any attempt to introduce evidence that Defendants implemented the use of these “contracts” pursuant to advice of their attorneys should not be allowed.

For all of the above reasons, the Court should exclude any reference to the so-called “contracts” as it would be irrelevant and unduly prejudicial under F.R.E. 402-403.

RESPECTFULLY SUBMITTED,

**For Plaintiffs**

By their attorneys,

/s/ Myong J. Joun

Myong J. Joun  
BBO No. 645099  
Joun Law Office  
491 Massachusetts Ave., Suite 208  
Arlington, Massachusetts 02474  
Tel.: (617) 304-6186  
Fax: (866) 551-4983  
Email: [mjoun@massrights.com](mailto:mjoun@massrights.com)

/s/ Jeffrey Wiesner

Jeffrey Wiesner  
BBO No. 655814  
Stern, Shapiro, Weissberg & Garin, LLP  
90 Canal Street, Suite 500  
Boston, MA 02114-2022  
Tel.: (617) 742-5800  
Fax: (617) 742-5858  
Email: [jwiesner@sswg.com](mailto:jwiesner@sswg.com)

Dated: October 19, 2012

**CERTIFICATE OF SERVICE**

I certify that on this day I caused a true copy of the above document to be served upon the attorney of record for all parties via CM/ECF.

Date: 10/19/2012 /s/Myong J. Joun  
Myong J. Joun